

Revised 2/27/01

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 5-15-02

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and American Underwater Contractors, Inc. for the Emergency repair of Vaca Cut southern regulatory marker and disposal of the broken piling.

ITEM BACKGROUND: The Marine Resources Planner received complaints that this marker had been destroyed and needed to be replaced. American Underwater was working in the area and agreed to repair immediately for \$1,800.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$1,800.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL: _____


Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 1933

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: American Underwater Contractors, Inc. Contract # _____
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:

Emergency repair of Vaca Cut southern regulatory marker.

Contract Manager: Kim McGee 4511 M.R.-Marine Projects
 (Name) (Ext.) (Department/Stop #) 9
 Section
 for BOCC meeting on 5-16-02 Agenda Deadline: 5-1-02

CONTRACT COSTS

Total Dollar Value of Contract: \$ 1,800 Current Year Portion: \$ 1,800
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62603 530- 340 -
 Grant: \$ BIF _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes <input type="checkbox"/> No <input type="checkbox"/>	Reviewer	Date Out
Division Director				
Risk Management	<u>4-23-02</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slane</u>	<u>4-24-02</u>
O.M.B./Purchasing	<u>4/23/02</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/23/02</u>
County Attorney	<u>4-22-02</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-22-02</u>

Comments: _____

AMERICAN UNDERWATER CONTRACTORS, INC.

102 SUN FISH LANE JUPITER, FL 33477

Direct: 561-371-6510 Office: 561-575-0050 Fax: 561-575-4651

e-mail: AUCfoster@aol.com

March 15, 2002

Mrs. Kim McGee
Marine Projects Coordinator
Community Services Division
County of Monroe
Key West, FL 33040

Ph: 305-292-4511

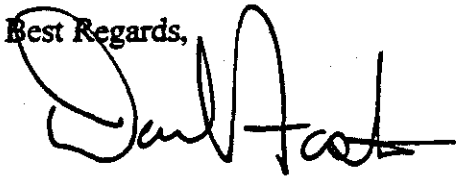
Fx: 305-295-4317

RE: Emergency Piling and Sign replacement: Vaca Channel

Dear Kim:

American Underwater Contractors, Inc. can install the piling and signs for emergency replacement in Vaca Channel for a lump sum price of \$1,800.00 (Eighteen hundred dollars). We can replace the pile within the next few days per Rich Jones' direction.

Best Regards,

A handwritten signature in black ink, appearing to read "David Foster", with a stylized flourish at the end.

David Foster
President,
American Underwater Contractors, Inc.

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2002, by and between, American Underwater Contractors, Inc. (" Contractor "), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish all the materials for the Emergency repair of the Vaca Cut southern regulatory marker, Monroe County and disposal of the broken piling as specified by Exhibit A.
2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by May 31, 2002.
3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications attached as Exhibit A & B are understood by the Contractor.
4. The Board shall pay the Contractor the total sum of \$ 1,800.00 for the work listed in Exhibit A of this Contract. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.
5. The attached List, Map, and Specifications together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate environmental agencies, the U.S. Coast Guard, and the County.

8. The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor will be responsible for the camera, film, and development costs. The Contractor also agrees to provide transportation for the Liaison to inspect the completed work.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit C identified as General

Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, VL1, & WL1. All policies must list Monroe County as additional insured with the exception of the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt

of the notice, shall immediately cease work. The Board must pay the Contractor the percentage of the contract price which is satisfactory to the Board up to date the contractor received the notice of termination.

14. This Contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Mayor/Chairman

Witness: Chris Isley

Witness: Walt

Business Name: AMERICAN UNDERWATER CONTRACTORS, INC

By: Dan

Title: PRESIDENT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY Robert N. Wolfe
ROBERT N. WOLFE
DATE 4-22-02

County of Monroe

Department of Marine Resources

2798 Overseas Highway, Suite 420

Marathon, Florida 33050

Phone: (305) 289-2805

FAX: (305) 289-2536

**Board of County Commissioners**

Mayor Charles "Sonny" McCoy, Dist. 3

Mayor Pro Tem Dixie Spehar, Dist. 1

Commissioner Murray Nelson, Dist. 5

Commissioner George Neugent, Dist. 2

Commissioner Nora Williams, Dist. 4

March 18, 2002

To: Kim McGee, Marine Projects Coordinator
From: Richard Jones, Marine Resources Planner
Re: Vaca Cut regulatory marker replacement

The southerly marker for the Vaca Cut slow speed zone was reported missing yesterday by the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement. I visited the site this morning and confirmed that the entire marker is missing. This marker is critical to ensuring that vessel traffic coming from the oceanside slow down as they approach this busy channel. Please send the following scope of work out for price quotes so that we may replace the marker as soon as possible.

Scope of Work For Replacement Of Vaca Cut Regulatory Marker

The contractor shall supply a standard size pile and all hardware (see attached specifications sheet). The County will supply the signs and piling cap. The marker will be installed in the location indicated on the attached color GIS map. Any remains of the old piling should be removed and disposed of.

Channel

Vaca Cut

Work to be performed

Replace missing southern regulatory marker

